

MINTZ LEVIN

Colleen A. Murphy | 617-548-1836 | camurphy@mintz.com

20521-6

FEB 03 11 - 2 10 PM

One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

MASSACHUSETTS NOTARY BOARD

January 31, 2011

VIA FEDEX

Cynthia Brown
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Re: Massachusetts Bay Transportation Authority

Dear Ms. Brown:

Enclosed please find a copy of a Lease Agreement (the "Agreement") filed with your office on January 28, 1997. Recordation Nos. 20521, 20521-A, 20521-B, 20521-C, 20521-D and 20521-E. The equipment related to this Agreement has been released. Please arrange to record a release of lien relating to this Agreement. I am enclosing a check in the amount of \$41.00 to cover the cost for the release.

If you require any additional information, please feel free to contact me.

Very truly yours,

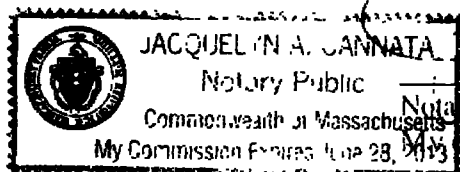
Colleen A. Murphy

Enclosure

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 31st day of January, 2011, before me, the undersigned notary public, personally appeared Colleen A. Murphy, proved to me through satisfactory evidence of identification which was Massachusetts Driver's License, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose.



Jacqueline Cannata
Notary Public
My commission expires: 6/28/13

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

BOSTON | WASHINGTON | NEW YORK | SEATTLE | LOS ANGELES | PALO ALTO | SAN DIEGO | LONDON

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

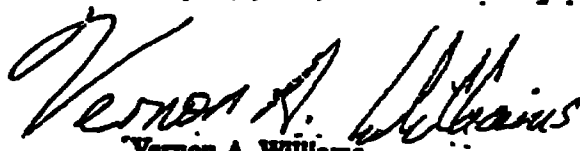
1/29/97

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/29/97 at 10:50AM , and assigned recordation number(s) 20519, 20519-A, 20519-B, 20519-C, 20519-D, 20519-E, 20520, 20520-A, 20520-B, 20520-C, 20520-D, 20520-E, 20521, 20521-A, 20521-B, 20521-C, 20521-D, 20521-E, 20522-20522-A, 20522-B, 20522-C, 20522-D and 20522-E.

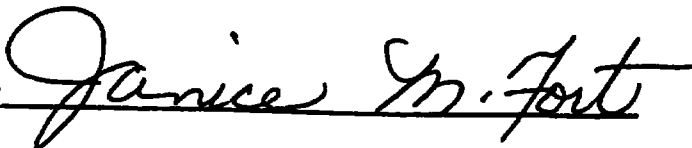
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$528.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.

SUITE 200
WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20521
FEB 3 2011
OF COUNSEL
URBAN A. LESTER
20521-A, B, C, D,
E

January 28, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Lease Agreement (1997-C), dated as of January 28, 1997, a primary document and two (2) copies each of the following secondary documents related thereto: Lease Supplement (1997-C), dated January 28, 1997, Sublease Agreement (1997-C), dated as of January 28, 1997, Sublease Supplement (1997-C), dated January 28, 1997, Equipment Pledge Agreement (1997-C), dated as of January 28, 1997 and Loan and Security Agreement (1997-C), dated as of January 28, 1997.

The names and addresses of the parties to the enclosed documents are:

Lease Agreement (1997-C)
and
Lease Supplement (1997-C)

Lessor: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116

Lessee: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Mr. Vernon A. Williams
January 28, 1997
Page 2

**Sublease Agreement (1997-C)
and
Sublease Supplement (1997-C)**

Sublessor: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Sublessee: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116

Equipment Pledge Agreement (1997-C)

Pledgor: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116

Pledgee: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Loan and Security Agreement (1997-C)

Borrower: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Lender: Utrecht-America Finance Co.
245 Park Avenue, 38th Floor
New York, New York 10167

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached to the Lease Supplement (1997-C).

Also enclosed is a check in the amount of \$132.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

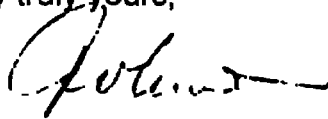
Mr. Vernon A. Williams

January 28, 1997

Page 3

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001**

1/29/97

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/29/97 at 10:50AM , and assigned recordation number(s) 20519, 20519-A, 20519-B, 20519-C, 20519-D, 20519-E, 20520, 20520-A, 20520-B, 20520-C, 20520-D, 20520-E, 20521, 20521-A, 20521-B, 20521-C, 20521-D, 20521-E, 20522-20522-A, 20522-B, 20522-C, 20522-D and 20522-E.

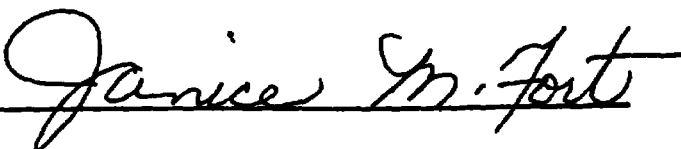
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$528.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266
Fax (202) 393-2156

20521
20 JAN 1997
FEB 3 2011
OF COUNSEL
URBAN A. LESTER
20521-A, B, C, D
E

January 28, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Lease Agreement (1997-C), dated as of January 28, 1997, a primary document and two (2) copies each of the following secondary documents related thereto: Lease Supplement (1997-C), dated January 28, 1997, Sublease Agreement (1997-C), dated as of January 28, 1997, Sublease Supplement (1997-C), dated January 28, 1997, Equipment Pledge Agreement (1997-C), dated as of January 28, 1997 and Loan and Security Agreement (1997-C), dated as of January 28, 1997.

The names and addresses of the parties to the enclosed documents are:

Lease Agreement (1997-C)
and
Lease Supplement (1997-C)

Lessor: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116

Lessee: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Mr. Vernon A. Williams
January 28, 1997
Page 2

Sublease Agreement (1997-C)
and
Sublease Supplement (1997-C)

Sublessor: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Sublessee: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116

Equipment Pledge Agreement (1997-C)

Pledgor: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116

Pledgee: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Loan and Security Agreement (1997-C)

Borrower: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Lender: Utrecht-America Finance Co.
245 Park Avenue, 38th Floor
New York, New York 10167

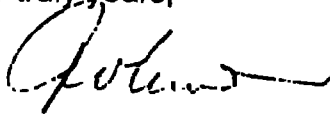
A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached to the Lease Supplement (1997-C).

Also enclosed is a check in the amount of \$132.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Mr. Vernon A. Williams
January 28, 1997
Page 3

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Alvord", written in dark ink.

Robert W. Alvord

RWA/bg
Enclosures

20521
FEB 3 2011
1997

**LEASE AGREEMENT
(1997-C)**

dated as of January 28, 1997

between

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY,

Head Lessor,

and

**FLEET NATIONAL BANK,
not in its individual capacity, but
solely as Trustee,**

Head Lessee.

Lease and Sublease of Rail Equipment

20521-A

LEASE SUPPLEMENT (1997-C)

THIS LEASE SUPPLEMENT (1997-C) dated January 28, 1997 between MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, having its principal office at 10 Park Plaza, Boston, Massachusetts 02116-3974, as Head Lessor, and FLEET NATIONAL BANK, a national banking association, not in its individual capacity but solely as Trustee, having its principal place of business at 777 Main Street, Hartford, Connecticut 06115, as Head Lessee;

WHEREAS, the Head Lessor and the Head Lessee have heretofore entered into the Lease Agreement, dated as of January 28, 1997 (the "Lease"), which Lease provides for the execution and delivery of Lease Supplements in substantially the form hereof for the purpose of leasing the Items of Equipment when delivered by the Head Lessor to the Head Lessee in accordance with the terms thereof. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein (including those terms providing that capitalized terms used therein and not otherwise defined therein shall have the meanings given such terms in Appendix A to the Participation Agreement, and the rules of usage set forth therein shall apply thereto).

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Head Lessor hereby delivers and leases to the Head Lessee, and the Head Lessee hereby accepts and leases from the Head Lessor, under the Lease as herein supplemented, the Items of Equipment described (both by serial number and Equipment Value) in Schedule A hereto.

THIS LEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE WITHOUT REFERENCE TO ANY CHOICE-OF-LAW OR CONFLICTS-OF-LAWS RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

REGISTRATION NO 20521-1
JAN 28 1997 10 50 AM

FEB 3 2011

**SUBLEASE AGREEMENT
(1997-C)**

dated as of January 28, 1997

between

FLEET NATIONAL BANK,
not in its individual capacity, but
solely as Trustee,

Sublessor,

and

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY,

Sublessee.

Lease and Sublease of Rail Equipment

This Sublease Agreement is subject to a first priority security interest in favor of Utrecht-America Finance Co. (the "Lender") under the Loan and Security Agreement (1997-C) dated as of January 28, 1997 between the Lender and Fleet National Bank, as Trustee. This Sublease Agreement has been executed in several counterparts. To the extent, if any, that this Sublease Agreement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Sublease Agreement may be created through the transfer or possession of any counterpart other than the original counterpart containing the receipt therefor executed by the Lender on the page following the signature page thereof.

20521-C

SUBLEASE SUPPLEMENT (1997-C)

THIS SUBLEASE SUPPLEMENT (1997-C) dated January 28, 1997, between FLEET NATIONAL BANK, a national banking association, not in its individual capacity, but solely as Trustee, except as otherwise provided herein (the "Sublessor"), and MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (the "Sublessee");

WHEREAS, the Sublessor and the Sublessee have heretofore entered into the Sublease Agreement, dated as of January 28, 1997 (the "Sublease"), which Sublease provides for the execution and delivery of Sublease Supplements in substantially the form hereof for the purpose of subleasing the Items of Equipment when delivered by the Sublessor to the Sublessee in accordance with the terms thereof. All of the terms and provisions of the Sublease are hereby incorporated by reference in this Sublease Supplement to the same extent as if fully set forth herein (including those terms providing that capitalized terms used therein and not otherwise defined therein shall have the meanings given such terms in Appendix A to the Participation Agreement, and the rules of usage set forth therein shall apply thereto).

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Sublease, the Sublessor hereby delivers and subleases to the Sublessee, and the Sublessee hereby accepts and subleases from the Sublessor, under the Sublease as herein supplemented, the Items of Equipment described (both by serial number and Equipment Value) in Schedule A hereto.

To the extent, if any, that this Sublease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Sublease Supplement may be created through the transfer or possession of any counterpart other than the original counterpart containing the receipt therefor executed by the Lender on the signature page thereof.

THIS SUBLEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE WITHOUT REFERENCE TO ANY CHOICE-OF-LAW OR CONFLICTS-OF-LAWS RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

100
FEB 3 2011
H

20521-D
JAN 28 1997

EQUIPMENT PLEDGE AGREEMENT
(1997-C)

dated as of January 28, 1997

between

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY,
as Pledgor,

and

FLEET NATIONAL BANK,
not in its individual capacity, but
solely as Trustee (the "Pledgee")

Lease and Sublease of Rail Equipment

20521-E
FEB 3 2011
2 1997

**LOAN AND SECURITY AGREEMENT
(1997-C)**

dated as of January 28, 1997

between

**FLEET NATIONAL BANK,
not in its individual capacity
but solely as the Trustee under
the Trust Agreement except
as otherwise set forth herein,**

and

**UTRECHT-AMERICA FINANCE CO.,
as the Lender**

Lease and Sublease of Rail Equipment
